

# **Limited Standard Warranty**

### ALTAI<sup>®</sup> Outlet – Returns, Exchanges, & Warranty Policy

All ALTAI<sup>®</sup> Outlet returning items must do either within 10 days of delivery:

- Email customerservice@altaigear.com and request a return or size exchange.
- Call 800-806-2611 and request a return or size exchange.
- Submit a Returns/Exchanges form submitted within 10 days of delivery.
- 10 days after delivery day, all sales are final; no refunds and no returns.

All ALTAI<sup>®</sup> Outlet items are void of any and all ALTAI<sup>®</sup> warranty guarantees. Inventory for size exchanges not guaranteed.

Higher Dimension Materials, Inc. ("ALTAI<sup>®</sup>") warrants to the original end-user customer that its footwear products will be free from defects in materials and workmanship and, with respect to its waterproof footwear products, free from water leakage with normal use, for 180 days from the date of original purchase. This warranty does not extend to any other person or entity including, without limitation, any direct or indirect transferees of the product from the original customer. **NOTE: This warranty does not extend to any other person**.

#### Exclusions

The Limited Standard Warranty does not cover, and ALTAI<sup>®</sup> shall have no obligation or liability with respect to, any damage or problems that result from:

- Normal wear and tear, including wear holes, snags and worn stitching.
- Failure to adequately maintain the product, including proper cleaning and leather conditioning. Alterations, modifications or repair work performed by anyone other than ALTAI<sup>®</sup>.
- Products returned beyond the applicable warranty period or used other than in the manner intended.
- Damage caused by chemical or other foreign body contamination.
- Cuts, abrasions, or damage resulting from accident, neglect, abuse, misuse or from other than normal and ordinary use of the product.
- Improper or inadequate fit (size exchanges only accepted if returned boots are not worn/used, see Size Exchange Policy and Procedure).

#### **Exclusive Remedy**

Repair or Replacement of Defective Product. If ALTAI<sup>®</sup> determines, after evaluating the alleged defective product at our facilities, that such product does not, in ALTAI<sup>®</sup>'s sole judgment, conform to the Limited Standard Warranty or One Year Warranty With Registration, ALTAI<sup>®</sup> will, at its option and in its sole discretion, deny a return, exchange, warranty exchange, or product replacement request. ALTAI<sup>®</sup> shall have no liability or responsibility under the Limited Standard Warranty or One Year Warranty. If ALTAI<sup>®</sup> determines a return, size exchange, or warranty replacement falls within the acceptable criteria

for such transaction, ALTAI<sup>®</sup>, in its sole discretion, will repair, refund, or replace the defective product. Size Exchanges: Customer is allowed one size exchange free of shipping charges. Shipping and administrative costs will be paid by customer for subsequent size exchanges after the first size exchange. (See Size Exchange Policy and Procedure).

## **One Year Warranty with Registration**

Customer must register a One Year Warranty within 30 days of initial purchase to meet qualifications. Customer may register for ALTAI<sup>®</sup> One Year Warranty by calling 1-800-806-2611 or registering online at <u>https://www.altaigear.com/my-account/warranty-registration</u>, within 30 days of purchase, or delivery in the case of online purchases. Customer must complete the One Year Warranty return form to be considered. If ALTAI<sup>®</sup> determines a possible product failure, it will issue a Return Authorization; this does not guarantee a warranty return or exchange. Products that are allegedly defected and are registered for ALTAI<sup>®</sup> One Year Warranty must be returned to ALTAI<sup>®</sup> (postage to send warranty-issue products to ALTAI<sup>®</sup> will be prepaid and sent to customer by ALTAI<sup>®</sup>) before determining a refund or exchange. **NOTE: This warranty does not cover ALTAI<sup>®</sup> Traveler<sup>™</sup> footwear, or ALTAI<sup>®</sup> Outlet footwear.** 

All Limited Standard Warranty policies and restrictions may also apply to One Year Warranty with Registration.

# **Exercise of Warranty Rights**

Returns for the Standard Limited Warranty must be initiated by customer or retailer within 180 days of date of purchase or delivery, in the case of an online purchase. Customer or end-user must contact ALTAI® or ALTAI® distributor or retailer within 180 days to be considered for evaluation (warranty issues direct to ALTAI®: complete the Warranty Claim form online, (<u>https://www.altaigear.com/exchange-return-claim</u>) or call 1-800-806-2611.

Returns for the One Year Warranty must be initiated by customer or retailer within one year of date of purchase or delivery, in the case of an online purchase. One Year Warranty claims will only be evaluated with a completed registration on file with ALTAI<sup>®</sup>. Customer or end-user must contact ALTAI<sup>®</sup> or ALTAI<sup>®</sup> distributor or retailer within one year to be considered for evaluation (warranty issues direct to ALTAI<sup>®</sup>: complete the Warranty Claim form online, (<u>https://www.altaigear.com/exchange-return-claim</u>) or call 1-800-806-2611).

If ALTAI<sup>®</sup> determines an acceptable warranty exchange, ALTAI<sup>®</sup> will issue a Return Authorization, and customer must also deliver, mail or ship the alleged defective product (postage to send the alleged defected product to ALTAI<sup>®</sup> will be prepaid and sent to the customer by ALTAI<sup>®</sup> after evaluating the inquiry) to the ALTAI<sup>®</sup> Returns Department at 570 Hale Avenue North, Oakdale Minnesota 55128. Alleged defected product must be returned to ALTAI<sup>®</sup> within 30 days of receiving Return Authorization and prepaid return shipping label.

If customer purchased the product from an authorized ALTAI<sup>®</sup> distributor or retailer, all warranty claims can be made through such distributor/retailer, or through ALTAI<sup>®</sup> directly. Customer or distributor/retailer must, to exercise the customer's rights under all warranties, ALTAI<sup>®</sup> must follow the above instructions for Standard Limited Warranty and One Year Warranty with Registration.

#### **Disclaimer of Unstated Warranties**

There are no warranties which extend beyond the description on the face hereof. EXCEPT FOR THE LIMITED STANDARD WARRANTY AND ONE YEAR WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTAI<sup>®</sup> DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR fitness for a particular purpose, or any warranties arising from course of dealing or usage of trade. This warranty shall not be extended, altered or varied except by written instrument signed by a duly authorized officer of ALTAI<sup>®</sup>.

## **Limitation of Liability**

Under no circumstances shall ALTAI<sup>®</sup> be liable or responsible to Customer or any other third-party for any indirect, special, incidental, or consequential damages of any kind (including lost profits), or any exemplary or punitive damages, arising from, or in any way related to, the manufacture, sale, use, inability to use, or performance of any products purchased from ALTAI<sup>®</sup>. This limitation and exclusion shall apply notwithstanding any failure of any essential purpose of any limited remedy and regardless of whether damages are sought based on breach of contract, breach of warranty, negligence, strict liability in tort or any other legal or equitable theory.

# State Law and Other Jurisdiction Rights

Some states and other jurisdictions do not allow the exclusion or limitation of indirect, special, incidental or consequential damages, so the above limitations or exclusions may not apply to customer. This limited warranty gives customer specific legal rights, and customer may also have other rights, which may vary from state to state, or jurisdiction to jurisdiction.